

ARGREEMENT

THIS AGREEMENT, made this 22nd  
day of Nov., 1955, by and  
between the STATE OF ARIZONA, acting  
by and through its STATE HIGHWAY  
ENGINEER, thereunto duly authorized,  
hereinafter designated STATE, and the  
COUNTY OF GILA acting by and through  
its BOARD OF SUPERVISORS, thereunto  
duly authorized, hereinafter designated  
COUNTY.

RECITALS:

For the safety and protection of the traveling public, it is necessary  
and desirable that traffic signals be installed on the State Highway system  
at the intersection of U.S. Route 60-70 and the Inspiration Copper Company  
road in the Lower Miami SB ~~City of Payson~~, and

WHEREAS, the parties hereto for their mutual benefit desire to cooperate  
in the installation and maintenance of the said traffic signals each in the  
manner as hereinafter stated, and

WHEREAS, ample funds have been provided and set aside by the State in  
AFE 0128 to defray the State's share of the cost of the work, which is  
estimated at \$5,000.00, and

WHEREAS, it is the desire of the parties hereto to proceed with the  
work and set out in writing their understandings and agreements pursuant to  
which the said work shall be performed, completed and paid for and subsequently  
maintained.

AGREEMENT:

ARTICLE I

IN CONSIDERATION of the covenants of the State herein contained and the  
faithful performance thereof, the County agrees:

1. To furnish all labor and equipment necessary to install in a  
good and workmanlike manner, in accordance with the Signal layout and Specifica-  
tions as called for in the Traffic Signal Project Book and the Standard Specif-  
ications of the Arizona Highway Department, Edition of 1948, applicable, which  
Traffic Signal specifications and Standard Specifications are made a part  
hereof, all the electrical materials and apparatus necessary for a complete  
and functioning traffic signal including all necessary concrete work,  
excavation, backfill, pavement and sidewalk cut and replacement and painting.

2. To provide and set aside sufficient funds to defray the County's  
share of the construction cost of the work.

3. To provide and set aside each year sufficient funds for the complete maintenance (except the control apparatus) and operation of the traffic signals, including the furnishing of electricity and the furnishing of all labor, tools and equipment necessary to replace broken or defective material and apparatus, and, when deemed necessary and upon the approval of the State, to install additional apparatus; all equipment and apparatus, whether replacements or additions, to be State furnished; maintenance to continue until such time as, by mutual agreement, it is no longer necessary or desirable.

#### ARTICLE II

IN CONSIDERATION of the covenants of the County herein contained and the faithful performance thereof, the State agrees:

1. To furnish and deliver as needed all electrical materials, equipment and apparatus necessary for the new traffic signal system.
2. To furnish and provide engineering inspection and service at no expense to the County.
3. To fully maintain all control apparatus.
4. To furnish and deliver replacements for broken or defective materials and apparatus and when deemed necessary, additional apparatus as signal heads, phases and walk-wait heads.

#### ARTICLE III

IN CONSIDERATION of the premises it is mutually agreed:

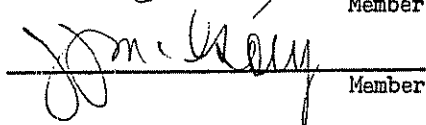
It is specifically understood and agreed that the State is bound by this Agreement to furnish and deliver certain materials and apparatus, as hereinbefore stated, and that the County, in the installation of the traffic signals and the work incidental thereto, shall use every precaution to safeguard the person and property of the traveling public and shall save harmless the State from all suits, actions or claims of any character brought on account of any injury or damage sustained in consequence of any neglect in safeguarding the work.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first written above.

COUNTY OF GILA

By: BOARD OF SUPERVISORS

  
Member

  
Member

\_\_\_\_\_  
Member

STATE OF ARIZONA

WM. E. WILLEY  
State Highway Engineer

By:   
C. B. BROWNING  
Deputy State Engineer